

Continental Service Group, Inc. v. USA

5/2/2017

1 ACCOUNT CONTROL TECHNOLOGY, INC.,)
2 Plaintiff,)
3 vs.)
4 THE UNITED STATES OF AMERICA,) Case No.
5 Defendant,) 17-493C
6 vs.)
7 PREMIERE CREDIT OF NORTH AMERICA, LLC,)
8 GC SERVICES LIMITED PARTNERSHIP,)
9 Intervenor Defendants.)
10
11 - and -
12
13 ALLTRAN EDUCATION, INC.,)
14 Plaintiff,)
15 vs.)
16 THE UNITED STATES OF AMERICA,) Case No.
17 Defendant,) 17-517C
18 vs.)
19 PREMIERE CREDIT OF NORTH AMERICA, LLC,)
20 GC SERVICES LIMITED PARTNERSHIP,)
21 Intervenor Defendants.)
22)
23)
24)
25)

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5/2/2017

1 Courtroom 5
2 Howard T. Markey National Courts Building
3 717 Madison Place, N.W.
4 Washington, D.C.
5 Tuesday, May 2, 2017
6 5:30 p.m.
7 Motions Hearing - P.M. Session

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10 BEFORE: THE HONORABLE SUSAN G. BRADEN

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14 Sara J. Vance, CERT, Digital Transcriber

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1 P R O C E E D I N G S

2 - - - - -

3 (Proceedings called to order, 5:32 p.m.)

4 THE COURT: All right, I've been reading this,
5 and I've found some editorial things I want to change, so
6 we'll go through those first. I'm not going to convene a
7 big discussion about this. I will just say that, in my
8 view, it's the Plaintiffs' job to have put together a
9 draft order that they all agreed on and to have sat down
10 with the Justice Department. This is not what I'm
11 supposed to be doing, sitting here writing orders for
12 people that don't know what they want to do. And I'm
13 really not happy about this. Okay? So everybody's going
14 to be unhappy with what I'm going to do.

15 On page 2, after -- it said following, the
16 first word "following," in the first paragraph of text,
17 it's going to say after.

18 In the "regarding the second factor" paragraph,
19 the second line, to the far right, after "this bid
20 protest" will be the See Florida cite, which is on page
21 3, in the wrong place.

22 Now, regarding the third factor, open and fair
23 competition in public procurements, plural.

24 Fourth factor, second line, period after
25 Plaintiff Intervenors. Take out the "because." New

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1 sentence, "a delay" in ED proceeding.

2 Justice Department person, in what way? What,
3 how -- we need some text there, prior to announcing.
4 Proceeding with what?

5 Gentlemen, start your engines.

6 MS. MOORE: I'm sorry, Your Honor. Are you
7 talking about the second --

8 THE COURT: What?

9 MS. MOORE: -- the second paragraph on page 3?

10 THE COURT: Three. First paragraph, regarding
11 the fourth factor. The balance of hardships weighs in
12 favor of Plaintiffs and Intervenor Plaintiffs, period.
13 Take out "because;" capital A, "A delay in ED
14 proceeding." The question is with what.

15 VARIOUS SPEAKERS: (Inaudible) I'm sure with
16 the new awards.

17 THE COURT: Somebody give me a word. Not
18 everybody talk at one time.

19 UNIDENTIFIED SPEAKER: With performance on the
20 new contracts.

21 THE COURT: With performance.

22 MS. MOORE: On the 2016 awards.

23 THE COURT: That goes for everybody? Yes? No?
24 Once, twice, sold.

25 UNIDENTIFIED SPEAKER: Your Honor, I'm sorry,

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1 that made no sense to me. A delay?

2 THE COURT: A delay in ED proceeding with
3 performance on the 2016 awards, comma, prior to
4 announcing corrective action on May 19th, 2017, period.
5 Oh, no, then I take out "although." May be disruptive to
6 some of the parties and borrowers. But that is
7 outweighed by the economic harm to Plaintiffs and
8 Intervenor Plaintiffs and the public's need to have \$2.8
9 billion worth of government contracts awarded pursuant to
10 law.

11 The -- for these reasons, the Court has
12 determined to wait. Take out the additional sentence,
13 that all goes. That's redundant.

14 MS. MOORE: I'm sorry, take out which sentence,
15 Your Honor?

16 THE COURT: In addition.

17 MS. MOORE: That whole sentence?

18 THE COURT: The whole sentence goes. "See
19 Florida" goes, and go to the first page. So it goes, for
20 these reasons, and then accordingly.

21 On number two, in the injunction, after 2017, I
22 didn't like "held by." I said "and managed by." Is that
23 a good word, Government?

24 MS. MOORE: That were in service.

25 THE COURT: I don't like "held by."

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1 MS. MOORE: Let me ask our agency counsel.

2 Managed?

3 UNIDENTIFIED SPEAKER: Administered, I think.

4 THE COURT: "Administered" sounds good to me.

5 MS. MOORE: Yeah, I think that's -- okay,

6 administered, Your Honor.

7 THE COURT: Once, twice, sold. Okay.

8 UNIDENTIFIED SPEAKER: Administered.

9 THE COURT: And then I go down to "by blah-
10 blah-blah-blah-blah, Progressive Financial." And then
11 I've got i.e., those accounts in-voluntary repayment and
12 that have not completed loan rehabilitation. And the
13 rest of it stays the same.

14 And the last paragraph, "This order will remain
15 in effect by COB May 22nd, 2017, comma, the first working
16 day after the Department of Justice represented the ED
17 will file a notice announcing the correct -- announcing
18 corrective action." And I'm going to take out in -- to
19 take. So it's corrective action in response to the GAO's
20 whatever-it-is. Okay.

21 MS. MOORE: Your Honor, for number three?

22 THE COURT: Yeah.

23 MS. MOORE: First of all, are we on the record?

24 THE COURT: We've been on the record. Yes.

25 MS. MOORE: Okay, I just want to make sure of

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1 that. As the Court knows, we object to any injunction.
2 Number three especially seems to say that the Court is
3 directing that the Department award bridge contracts for
4 the parties listed in number two. Whether --

5 THE COURT: I'm not -- I'm not ordering you to
6 do anything.

7 MS. MOORE: Well, there needs to be a date in
8 number three because --

9 THE COURT: I've got a date in the next
10 paragraph, and it's until May 22nd.

11 MS. MOORE: Well, number three says the
12 Department cannot prohibit parties listed in two from
13 servicing the month.

14 THE COURT: What do you propose, Counsel?

15 MS. MOORE: That they can't immediately snap
16 their fingers and then all of a sudden --

17 THE COURT: Counsel, what do you propose?

18 MS. MOORE: At least a week, Your Honor, for
19 that, to get --

20 THE COURT: Give me a date. You want a date.

21 MS. MOORE: A week from today is May 9th.

22 THE COURT: Until May 9th?

23 MS. MOORE: From prohibiting parties beginning
24 on May 9th.

25 THE COURT: Why don't you just put it at the

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1 end of the sentence?

2 MS. MOORE: Say beginning on May 9th at the end
3 of the sentence?

4 THE COURT: Until.

5 MS. MOORE: Well, then, on May 9th, they can
6 prohibit the parties from doing this?

7 THE COURT: Where do you want to put May 9th?

8 MS. MOORE: From prohibiting the parties,
9 comma, beginning --

10 THE COURT: You want to say prohibiting the
11 parties --

12 MS. MOORE: -- on --

13 THE COURT: -- as of?

14 MS. MOORE: From prohibiting --

15 THE COURT: Or until.

16 MS. MOORE: -- parties listed in Paragraph 2,
17 comma, beginning on May 9th, 2017, comma, from servicing
18 the loans, et cetera, et cetera. In other words, they
19 need some time to see, first of all, if they can even
20 award a bridge contract to these people, and secondly
21 they need time to actually do it. It doesn't happen
22 overnight.

23 THE COURT: Well, where do you want to put the
24 clause "beginning on"?

25 MS. MOORE: After "listed in Paragraph 2."

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1 THE COURT: Okay.

2 MS. MOORE: So it says from prohibiting parties
3 listed in Paragraph 2, comma, beginning on May 9th --

4 THE COURT: Okay, I got it.

5 MS. MOORE: -- 2017, comma, from servicing the
6 loans.

7 THE COURT: All right. And the next paragraph
8 down, the order will remain in effect until COB May 22nd,
9 that's the first working day. That'll give you a chance
10 to give us notice, and if everybody wants to file
11 something over the weekend, they can. To file notice
12 announcing corrective action in response to the decision.

13 Paragraph. To the extent the provisions are
14 (inaudible) in conflict because the Government is now
15 governed -- and I need one more thing here.

16 MR. COULTER: Your Honor, one small thing in
17 the previous paragraph.

18 THE COURT: Just wait.

19 MR. COULTER: Yes, ma'am.

20 (Brief pause.)

21 THE COURT: All right. Now, who stood up?

22 MR. COULTER: I did. Your Honor, in Paragraph
23 2 --

24 THE COURT: I can't have two people talking at
25 me. What do you need?

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1 LAW CLERK: Can you tell them to identify
2 themselves?

3 THE COURT: Can you identify yourself for the
4 record, please, since we don't have a court reporter
5 here.

6 MR. COULTER: Yes, Your Honor. Tom Coulter for
7 Progressive Financial Services. On Paragraph 3 on page
8 3, the last line said refusing payment to the incumbent
9 contractors. That's a defined term that we deleted
10 earlier, and it should be the parties listed in Paragraph
11 2.

12 THE COURT: Okay, you lost me. Number 1, 2, or
13 3?

14 MR. COULTER: One, 2, and 3, in Paragraph 3.

15 THE COURT: Paragraph 3, and what do you want
16 to add?

17 MR. COULTER: The first line says from
18 prohibiting parties listed in Paragraph 2, that same
19 terminology, "parties listed in Paragraph 2" should be
20 replaced on -- should be put in line 3, where it says
21 refusing payment to the incumbent contractors --

22 THE COURT: I have no idea what you want me to
23 do.

24 MR. COULTER: Can I show you? It's just a term
25 that we --

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1 THE COURT: I really don't have patience for
2 this with you guys.

3 MR. COULTER: It's a term that we changed, and
4 I think --

5 THE COURT: I know, but I shouldn't have had to
6 spend all day doing this.

7 MS. MOORE: We agree with him, Your Honor.
8 He's correct.

9 THE COURT: Where are you?

10 MR. COULTER: Paragraph 3.

11 THE COURT: Yes.

12 MR. COULTER: Instead of incumbent contractors
13 on the last line, it should be the parties listed in
14 Paragraph 2. We deleted that defined term.

15 THE COURT: For refusing payments to the
16 parties?

17 MR. COULTER: Listed in Paragraph 2. And
18 that's consistent with the first line of that.

19 THE COURT: You want to show the Government
20 that?

21 And the purpose of this -- yes, what's your
22 problem?

23 MR. CANNI: I just wanted to clarify, did you
24 intend to omit this from the order, because you
25 recognized in the first part that that would harm the --

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1 THE COURT: The Plaintiffs, go talk to the
2 other guys who were there.

3 MR. CANNI: They haven't come up here. So this
4 was your prior (inaudible) --

5 THE COURT: All right. Drafters, meet with him
6 for two seconds. I mean, I really -- you should have
7 done this work yourself. I'm not billing by the hour;
8 you guys are. I really resent being put in the position
9 of having to do the work that you should have done, all
10 of you.

11 MR. CANNI: Your Honor, we submitted an order.
12 I gave it to Rafael.

13 THE COURT: Forget -- show it to one of them,
14 but pick one of them in here.

15 MR. CANNI: I did.

16 THE COURT: You stand up. Covington, get up
17 here.

18 MR. CANNI: I said --

19 THE COURT: Look at this, what's his problem.
20 You're the only one that prepared anything.

21 (Brief pause.)

22 THE COURT: We don't need to have three people
23 up here at once.

24 (Brief pause.)

25 THE COURT: You better go see the Government

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1 before you see me.

2 MR. CANNI: The Government's not going to agree
3 to that, Your Honor.

4 MS. MOORE: Your Honor, we do have something in
5 this order that the Court just went over, and that is it
6 says at the very end of page 3, to the extent that the
7 provisions of this order conflicts with evidence
8 previously entered --

9 THE COURT: I put "may conflict."

10 MS. MOORE: Or may conflict, but by dismissing
11 Count 7, this order should completely supplant prior
12 orders. Otherwise, Plaintiffs could argue that their
13 Count 7 is still viable and --

14 THE COURT: They can argue that --

15 MS. MOORE: -- the TRO based on that is
16 still --

17 THE COURT: -- they can argue all they want.
18 I'm not changing anything more. I have a separate
19 paragraph disposing of --

20 MS. MOORE: As long as we don't know --

21 THE COURT: I have a separate paragraph
22 disposing of them, and then I move to the injunction.

23 MS. MOORE: Okay.

24 THE COURT: They can argue anything else they
25 want about Paragraph 7 later on. That's it.

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1 MS. MOORE: All right. I just wanted --

2 THE COURT: I got it.

3 MS. MOORE: -- to (inaudible) the Court's
4 interpretation on that.

5 THE COURT: I got it. I got it.

6 UNIDENTIFIED SPEAKER: This is language we
7 didn't agree to (inaudible).

8 THE COURT: Now what?

9 UNIDENTIFIED SPEAKER: The language Mr. Canni
10 is referring to.

11 THE COURT: Okay. Then as far as I'm
12 concerned, it's off the table.

13 UNIDENTIFIED SPEAKER: I'm not proposing that,
14 so that's fine.

15 THE COURT: Okay.

16 UNIDENTIFIED SPEAKER: Your Honor, a point of
17 clarification. We're not arguing, but does this
18 injunction prevent the award term agreements that were --

19 THE COURT: I cannot hear when other people are
20 talking.

21 UNIDENTIFIED SPEAKER: Sorry.

22 THE COURT: Let him speak, please.

23 UNIDENTIFIED SPEAKER: Does the injunction
24 preclude the award term extension agreements that were
25 awarded on Friday and signed on Monday from moving

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1 forward?

2 MS. MOORE: By its terms, it would not.

3 UNIDENTIFIED SPEAKER: Okay.

4 MS. MOORE: It would not. It only talks about

5 the 2016 awards.

6 MR. FORMAN: So, Your Honor, as written, this

7 allows the work to go forward with the small businesses

8 and to the --

9 THE COURT: You want to add that sentence in?

10 MS. MOORE: Yes, we should add that in.

11 THE COURT: Well, somebody give some text,

12 please.

13 MS. MOORE: All right.

14 THE COURT: I'm not -- I can't --

15 MS. MOORE: I will offer it right now.

16 THE COURT: -- intuit your private thoughts.

17 UNIDENTIFIED SPEAKER: Your Honor --

18 MS. MOORE: I think at the end of page 3 --

19 THE COURT: The Government's talking. The rest

20 of you can go sit down. Come here. End of page 3?

21 MS. MOORE: The end of page 3, the Court can

22 add a sentence.

23 THE COURT: Okay. What sentence do you want to

24 add now?

25 MS. MOORE: Because Count 7 --

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1 THE COURT: We're back to Count 7. That's off
2 the --

3 MS. MOORE: No (inaudible) but the Court is the
4 Court. Because Count 7 of Continental's complaint has
5 been dismissed, the TRO -- there is no injunction of work
6 being performed under uncontested contracts.

7 THE COURT: That's not the point I thought was
8 being addressed.

9 MS. MOORE: Well, Count 7 has been dismissed.

10 THE COURT: Right.

11 MS. MOORE: That was the count that was the
12 underlying claim for the Plaintiffs' request for a PI on
13 existing uncontested contracts. They go hand in hand, so
14 by dismissing that Count 7, and there's no language here
15 enjoining the small business contractors, uncontested
16 contracts, or any other --

17 THE COURT: Who gave me a thing saying that
18 this -- this is not meant to interfere with -- whatever,
19 with small business people?

20 MR. CANNI: Right here, Your Honor. In your
21 decision you just drafted, you wrote this right here.
22 You said you didn't want them to be able to circumvent
23 the --

24 THE COURT: Well, I said that.

25 MR. FORMAN: Yeah, and I think --

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1 THE COURT: And she wants to say something
2 else.

3 MR. CANNI: She's going back to the original
4 argument. But in your April 19th order, this is the
5 language that's missing here. So you just -- you said
6 right here that you want to stop them from otherwise
7 transferring the work to another contracting vehicle, to
8 circumvent or move. But it just didn't get included in
9 your order.

10 MS. MOORE: If Count 7 has been dismissed --

11 MR. FORMAN: That's not -- Your Honor, he
12 wasn't in the room. He doesn't know what was included or
13 not included.

14 MS. MOORE: -- if Count 7 has been dismissed --

15 THE COURT: Well, you should have been talking
16 to the people and doing some drafting before here today.
17 Now, shouldn't you?

18 MR. FORMAN: Well, Your Honor, we were
19 comfortable with the Department's representation on -- we
20 thought what the Department proposed is actually the
21 right solution, so we didn't think there was a need for a
22 PI, but we just want to clarify that it doesn't apply to
23 the award term extensions.

24 UNIDENTIFIED SPEAKER: But that cuts us --

25 MS. MOORE: Your Honor, by its terms, it does

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1 not.

2 MR. FORMAN: Well, you guys had an award
3 term --

4 MS. MOORE: And if Count 7 is dismissed, then
5 the divergent circumvention, whatever you want to call
6 it, kind of is gone. It's gone; it's out of the Court --

7 UNIDENTIFIED SPEAKER: But I don't think Your
8 Honor has ended that.

9 MS. MOORE: So if we do that -- well, she
10 dismissed Count 7 --

11 MS. BOURNE: We would disagree with that. We
12 don't have a Count 7.

13 MS. MOORE: -- that's what Count 7 says.
14 That's what Count 7 says.

15 MR. FORMAN: Yeah, so read right here --

16 MS. MOORE: Yeah, I know what --

17 MR. HOLMAN: Your Honor? May I speak very
18 briefly on behalf of the Defendant Intervenors for the
19 record?

20 THE COURT: No. No. The Government was there
21 speaking.

22 MS. MOORE: The task order issued.

23 MR. HOLMAN: My interests, Your Honor, are not
24 aligned with the Government, obviously.

25 MS. MOORE: Yeah, but she's dismissed that

1 count, so there's no circumvention argument anymore.

2 MR. CANNI: No, it's in her order. She said
3 she's granting the irreparable -- finding irreparable
4 harm and wants to prevent transfers to any other
5 contracts, but that doesn't -- that doesn't appear in the
6 order. It doesn't appear in the --

7 MS. MOORE: It's not -- it's not prohibited.

8 MR. CANNI: So either -- either that has to
9 come out --

10 MS. MOORE: It's not prohibited because Count 7
11 was dismissed.

12 MR. CANNI: I think your version of Count 7 is
13 dismissed, the CDA --

14 MS. MOORE: It says what it says. The plain
15 language talks about diversion and circumvention and all
16 that. That's been dismissed.

17 THE COURT: I've given you an opportunity to
18 come back and add it at some later point if you want to.

19 MS. MOORE: Your Honor --

20 THE COURT: I'm trying to get to -- I'm trying
21 to get to May 19th.

22 MR. CANNI: I'm just trying to reconcile your
23 order. Right here, you're saying you want to stop them
24 from transferring the work to another vehicle.

25 THE COURT: I know what I said before.

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1 MR. CANNI: Okay.

2 THE COURT: This is what the group negotiated

3 upstairs, and the Plaintiffs and Plaintiff Intervenors

4 seemed to be happy with that.

5 MR. CANNI: But the Plaintiff wasn't there.

6 THE COURT: And your Count 7 is gone for today.

7 MR. CANNI: Okay.

8 THE COURT: Yes, sir.

9 MR. HOLMAN: Yes, Your Honor.

10 THE COURT: And who is the person standing

11 behind you?

12 MS. BOURNE: I represent Account Control

13 Technology. I just wanted to clarify --

14 THE COURT: Who?

15 MS. BOURNE: Account Control Technology,

16 another Plaintiff in the case. We were supposed to argue

17 this afternoon but we never did.

18 THE COURT: Well, where -- who was -- where

19 were you this afternoon?

20 MS. BOURNE: We were -- we were here, Your

21 Honor.

22 THE COURT: All right, go.

23 MR. HOLMAN: I'll be very quick, Your Honor.

24 THE COURT: You will be quick.

25 MR. HOLMAN: On behalf of my client, Premiere

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1 Credit, I would like to state my concern, Your Honor.
2 Our interests are not aligned, in fact, with the U.S.
3 Government on this issue. What has happened, so far as I
4 can tell, is a group of interested Plaintiff Intervenor
5 were allowed to participate in crafting an order and
6 until --

7 THE COURT: I asked the Plaintiffs to come with
8 the Government.

9 MR. HOLMAN: I understand, Your Honor.

10 THE COURT: Okay? Don't get all --

11 MR. HOLMAN: I understand, Your Honor.

12 THE COURT: -- lathered up about this.

13 MR. HOLMAN: I'm not lathered up about it, Your
14 Honor, but I do want to make this point because the last
15 statement that was made in this courtroom before you did
16 that --

17 THE COURT: Well, I can tear this up and just
18 enjoin everything, period, across the board and not have
19 any -- we'll go back -- take back what I gave you two
20 Fridays ago.

21 MR. HOLMAN: Your Honor, what I would like this
22 Court to understand from my perspective --

23 THE COURT: Which causes a problem for the
24 people who hadn't gotten into the case.

25 MR. HOLMAN: From my perspective, I want this

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1 Court to understand just very quickly on the record that
2 what was said to -- by these Plaintiff Intervenor to the
3 Court about GAO's holding in the status of the law is
4 incorrect. I --

5 MR. SHAFFER: How would you know that? You
6 weren't there.

7 Excuse me, Your Honor, but he's making
8 statements about what me or people (inaudible) --

9 THE COURT: I read the -- I read the GAO order
10 last night.

11 MR. SHAFFER: That's not -- you can't have said
12 that. You weren't there.

13 UNIDENTIFIED SPEAKER: It's in the order.

14 MR. HOLMAN: I'm going to -- I can read the
15 GAO's decision. My client, Premiere Credit, is one of
16 the highest rated companies. There is no finding of
17 anything improper with my client's contract. And I will
18 read to this Court as to what GAO's policy is and also --

19 THE COURT: What -- the GAO decision is in the
20 record, I don't need to hear it again.

21 MR. HOLMAN: I understand. I'm not going to
22 read from that, Your Honor, but I want to read from a
23 decision by Judge Bruggink of this Court, talking to
24 what --

25 THE COURT: I don't care what Judge Bruggink

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1 said in this court in any other case before. Look at the
2 Federal Circuit case that was filed yesterday.

3 MR. HOLMAN: I under -- Your Honor, I
4 understand what the Court said yesterday. I saw that
5 decision.

6 THE COURT: Thank you for your argument,
7 Counsel.

8 MR. HOLMAN: Yes, Your Honor.

9 THE COURT: Now, who are you?

10 MR. JOHNSON: Your Honor, I'm Dave Johnson for
11 FMS, for the Defendant Intervenors. We didn't receive
12 anything last time. We have our current contract that is
13 ongoing from the ATEs. We would be perfectly happy with
14 the complete injunction. As it stands now, this document
15 is doing exactly what the Government came in with this
16 morning, which we understood was unacceptable, and we
17 were not invited to the meeting in Chambers to negotiate.
18 We have a different interest than the Government.

19 THE COURT: I asked all the Plaintiffs and
20 Plaintiff Intervenors to come forward.

21 MR. CANNI: We completely misunderstood you,
22 Your Honor. We -- the Plaintiffs -- we thought you only
23 wanted the Intervenors, and we didn't go back there with
24 you.

25 MR. JOHNSON: And we are a Defendant Intervenor

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1 over here. Unfortunately, this -- Your Honor, this was
2 done without any consultation with us. We have a -- we
3 are aligned with other Defendant Intervenorors but have a
4 slightly different interest because we are in a different
5 situation then the three. We have a very different view
6 than the Government on this.

7 THE COURT: All right. I am going to dismiss
8 Count 7, and I'm going to enter an injunction, and I'm
9 going back to the original language on everything.

10 MS. PEARSON: Your Honor, if that's the case --
11 this is Rebecca Pearson for the small business
12 intervenors. We were scheduled to have a motion to
13 intervene and thought that your order would obviate the
14 need for that.

15 THE COURT: It's five of 6:00 right now. I had
16 to cancel a doctor's appointment in order to stay this
17 long. I don't know what else you want from me. This is
18 not -- it is not my job to administer these contracts.

19 MS. MOORE: Your Honor, we think this
20 represents a fair and balanced way of addressing all the
21 concerns.

22 THE COURT: Well, apparently, not everybody
23 shares your views. I don't know what happened with the
24 rest of these people. I don't know how clear I could
25 have been.

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1 You're scowling. What's your problem?

2 MR. FONTANA: Nothing, Your Honor, just want
3 to weigh in. Jim Fontana. I represent Defendant
4 Intervenor Value Recovery Holdings. And I agree with the
5 other Intervenors that we would rather have a total
6 injunction --

7 THE COURT: Okay.

8 MR. FONTANA: -- rather than --

9 THE COURT: I'm going to enjoin everything
10 tonight. The rest of you figure out something for me to
11 enter tomorrow.

12 MS. PEARSON: Your Honor, I just want to raise
13 one other -- one other issue.

14 THE COURT: I --

15 MS. PEARSON: I brought two people from the
16 client --

17 THE COURT: You don't even have status today.
18 The end.

19 MS. PEARSON: I --

20 THE COURT: Would you remove her, please, from
21 the courtroom.

22 MS. PEARSON: Yes.

23 MARSHAL: Ma'am, please.

24 MS. PEARSON: Yes, Your Honor.

25 THE COURT: I've not had a chance to grant your

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1 intervention. Enough is enough.

2 So we're going to write a one-sentence. We're
3 going to issue a permanent injunction for tonight,
4 pending the parties' discussion among themselves to
5 finalize a draft that the Court circulated late this
6 afternoon. Work it out. I'm done.

7 MS. MOORE: Your Honor, is it preliminary or
8 permanent? No one has asked for a permanent.

9 THE COURT: It is a preliminary injunction for
10 one day. One day. Based upon this record that we've
11 made, the Court endeavored to work with all the
12 Plaintiffs and Plaintiff Intervenors and the Government.
13 I thought we had an agreement. Apparently, some people
14 were left out. So you better huddle with them tonight.
15 Good luck. Find a place to go work.

16 I'm out. I'm not spending any more time on
17 this. I'm finished with you all. You're dismissed.

18 MR. RALSTON: Thank you, Your Honor.

19 MR. SHAFFER: Thank you, Your Honor.

20 (Court in recess at 5:56 p.m.)

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1 CERTIFICATE OF TRANSCRIBER

2

3 I, Sara J. Vance, court-approved transcriber,
4 certify that the foregoing is a correct transcript from
5 the official electronic sound recording of the
6 proceedings in the above-titled matter.

7

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10 DATE: 5/8/2017

S/Sara J. Vance

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SARA J. VANCE, CERT

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